



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

REQUEST FOR PROPOSAL

DATE ADVERTISED: May 20, 2004

RFP Title: Intralata, Interlata and International Long Distance and 800 Telephone Services

Requesting Dept./ Div.: Department of Executive Services – ITS

RFP Number: 126-04CMB

Due Date: June 22, 2004 – no later than 2:00 P.M.

Buyer: Cathy M. Betts, cathy.betts@metrokc.gov, (206) 263-4266

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Tuesday, June 8, 2004**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Intralata, Interlata and International Long Distance and 800 Telephone Services* for the *King County Department of Executive Services – ITS Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *five (5) copies* of the proposal response, data or attachments offered, for *six (6) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, June 8, 2004, in Conference Room 6A on the 6th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Thursday, June 10, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.

- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the

CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Executive Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS

SECRET.” The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - GENERAL TERMS AND CONDITIONS

1.1 Definitions

The terms “bid” or “proposal” shall refer to any offer(s) submitted in response to this solicitation.

The term “County” shall refer to King County.

The terms “bidder” or “proposer” shall refer to anyone submitting a response to this solicitation.

The term “contractor”, “successful bidder”, or “successful proposer” shall refer to the vendor receiving an award as a result of this solicitation.

The terms “bid solicitation” or “proposal solicitation” shall mean this solicitation, and the bidder’s response to this solicitation, as approved by the County.

The term “Switched Service” refers to long distance service that is carried over the same lines used to place local calls.

The term “Dedicated Service” refers to long distance service that is connected directly to the long distance network from the customer’s equipment, without having to go through a Local Exchange Carrier. This connection is usually made through a high-capacity circuit such as a T1 or OC3.

State Control Area Network- (SCAN) State of Washington presently provides long distance and calling cards for King County.

King County Information Telecommunications Services- ITS, agency responsible for all long distance, 800 service, billing etc. for King County Agencies

PART 2 - TECHNICAL SPECIFICATIONS - INTRALATA, INTERLATA AND INTERNATIONAL LONG DISTANCE and 800 TELEPHONE SERVICE

2.0 Introduction.

King County, hereinafter referred to as the County, is soliciting proposals from Inter-exchange Carriers (IXC) to provide IntraLATA, Intrastate, Interstate and International long distance service for the County’s PBX’s, Centrex service and single line access locations. The majority of the County’s long distance traffic is carried by SCAN, at this time.

This RFP solicits proposals for long distance services and 800 toll free services. Awards will not necessarily be inclusive of both 800 and long distance. For example, an award may be made for 800 only; long distance only; both services to a single proposer; or each service awarded to an individual proposer. All existing 800 numbers will be retained by King County. Any interruption of service will be minimal and after hours at no additional cost to King County.

2.1 Service Profile

A profile of the present traffic for one month is provided in Attachment “A”. The County does not guarantee this traffic will be the same in the future or for any other month nor does it guarantee any

Minimum Annual Commitment (MAC). The County does not guarantee any portion of this traffic will be to any particular country, place or Area Code.

The following long distance services will be awarded by the County based on:

- IntraLATA telephone service
- Intrastate telephone service
- Interstate telephone service
- International calling service

The following 800 (toll free) calling services will be awarded by the County based on:

- IntraLata
- Intrastate
- Interstate
- Blocking of local calls with a recording informing caller of local number

2.2 Network Access.

The successful proposers shall provide the following long distance access options:

1. Switched outbound domestic and international long distance voice service from various County facilities.
2. Dedicated T-1 service for outbound long distance service from various County facilities with the following provisions:
 - The County reserves the right to provide its own originating or terminating access connections from its premises to successful proposer's premises.
 - The County may request flat-rate dedicated outbound service for calls originating via dedicated T1 (1.544 mbps) links between a County owned switch and the carrier's point-of-presence (POP). The County may elect at its option to request dedicated T-1 capable of being partitioned to combine outbound, toll-free, private line and data traffic on the same T1 if the County elects to use the T-1 for services other than for outbound long distance calling.
 - If the County exercises this right by providing its own originating or terminating access connections and if County and Federal law, rule, order, policy or regulation permits successful proposer to avoid paying an originating or terminating facility access charge, then and in that event, the successful proposer will delete from its bill any cost for access charges to the extent that such charges are actually avoided and not currently prohibited by law, rule, regulation, or tariff and where such facilities provide the appropriate technical interface with successful proposer's equipment. This shall apply on a circuit basis or on a per minute basis, as applicable. Currently, such arrangements using alternate access facilities are not prohibited by law, rule, regulation or tariff. In the event a change in this status occurs, the County may withdraw, without penalty (including termination charges or any type of other costs), from this relationship upon ninety (90) days notice to successful proposer.
3. Long distance calling will be accomplished by dialing 1 + area code + phone number. Access codes **are required** unless otherwise requested by the County.

2.3 Interface Requirements

The successful proposer will be responsible for identifying and resolving any interface requirements necessary to connect to the long distance calling network and coordinating all circuit conversions. The County shall not incur any expenses in this regard.

All existing 800 numbers will be ported with minimal, after hour, down time.

2.4 Proposer Certification

The successful proposer must be certified by the State of Washington Utilities and Transportation Commission (UTC) and must meet the Federal FCC requirements to provide long distance service in Washington State.

2.5 Call Billing

Call Length shall be measured in 6-second increments of the partial use of the last called minute. Billing must begin when the called party goes off-hook (i.e. answer supervision must be available). Callers must not be billed for greater than the proposer's proposed rates and billing must be voided for incomplete calls.

2.6 Operators

Operators must be available 24 hours per day, 7 days a week, including holidays. The following operator services must be provided:

- Long Distance Directory Assistance
- Refunds and Credits
- Collect Billing
- Credit Card Calls
- Caller Assistance
- Hearing impaired services through TDD interface

2.7 Rates

The rates quoted in the proposal shall not increase during the term of this contract. If conditions in the market place allow the successful proposer to lower their rates, then these lower rates may be offered to the County at any time during the term of the contract awarded as a result of this RFP. The proposer agrees the rate per minute charged for calls to International cities not listed on the Proposal form shall be the best rate it charges municipalities of the same size and volume activity as King County for these calls. In addition, the proposer agrees any time the rates it offers any of its municipal customers in the state of Washington are lower than those being charged to the County, the successful proposer shall offer the County those same rates.

If the proposer offers Volume Discounts (based on the aggregate monthly billing of all charges to a subscriber), the proposer shall submit a matrix showing the discount percentages that will be offered to the County as they relate to the aggregate monthly billing charges.

Rates for Additional Services

In addition to the specific rates per minute being requested by the County on the Evaluation form, upon the County's request, the proposer(s) shall submit a copy of their other rates and fees, including service charges, time of day discounts, Special Access using T-1, Audio Conferencing, Video Conferencing, Internet Access, etc. Although the County is not awarding these services in connection with this solicitation, it may acquire some of these services at its option and convenience at a later time.

2.8 International Calling

At a minimum, international calling must be available to all County users.

2.9 Calling Cards

Calling cards shall be provided at no cost to the County and provide the billing detail required for all long distance services.

2.10 Grade of Service

The successful proposer warrants that the services provided under this Agreement will be a P.01 Busy Hour grade of service and will be provided and performed in accordance with all applicable standards of performance established by this RFP, the Washington State Utilities and Transportation Commission and the Federal Communications Commission. Any failure to comply with such standards which interferes with the County's ability to communicate via the services provided by the successful proposer will be regarded as a material breach entitling the County to terminate this Agreement, after notice by the County and a reasonable opportunity to cure by successful proposer, without termination charges or other liability except for services already provided. The County reserves the right to negotiate for such services with the next lowest responsive proposer, and as applicable to charge the previous successful proposer for any difference in costs.

It is essential to King County that the primary source of communication transport by terrestrial based, providing acceptable levels of clarity and voice quality. During the evaluation of the proposals, King County may request additional information regarding the technical infrastructure of the proposing firm. Failure to satisfactorily provide complete information or to confirm an adequate system may result in a proposal being deemed non-responsive.

2.11 Disaster Recover

Interruption of service

If more than thirty percent (30%) of the services (major failure) provided hereunder by the successful proposer shall remain unavailable at any individual site, for a period in excess of four (4) hours (unless attributable to an unavoidable delay as defined elsewhere in this Agreement), the County's remedies are as follows: (1) it may immediately terminate this Agreement; (2) it may require successful proposer to reimburse the County for that portion of access charges which were not avoided during the time that the service interruption continued; and/or (3) it may require successful proposer to credit against future usage an amount equal to the difference between the actual cost to the County of another supplier's services and successful proposer's rates for that period of interruption over four (4) hours until service is restored, or until alternate substituted service arrangements are in place, and, if permanent, successful proposer will be liable for the differences in cost between successful proposer services hereunder and substituted suppliers' services for that period of time otherwise applicable under this agreement. Any outage that affects the County's basic ability to communicate will be reported promptly to the County, and an estimated time for restoring service will be given. If an outage affects thirty percent (30%) or more of the services and/or locations to the County, including Centrex services and if the restoration time is estimated to exceed four (4) hours, but only minimally, then the County will attempt to avoid, if appropriate, the accumulation of charges from another supplier of services. The successful proposer will also supply to the County a monthly report listing all outages, troubles, interruptions, etc., in a format approved by the County but containing, at the minimum, service involved by type, duration, location, and circuit number.

2.12 Additional charges, surcharges, and regulatory price adjustments

The proposer's submittal shall not be subject to any service establishment charge, initial sign-up charge or any other charges including charges to change the existing service to the new service provided or tariff as applicable.

The successful proposer shall be responsible for all one time PIC and no PIC changes for King County.

The successful proposer shall be responsible for the payment of all taxes and fees imposed by any local, state or federal government on the services provided by the successful proposer to the County. The only exception to this requirement is that the County will pay **only mandatory** regulatory charges payable by the end user imposed by the Federal Communications Commission (FCC) or the Washington State Utilities and Transportation Commission. (UTC)

The proposer's submittal shall clearly specify all mandatory surcharges or taxes mandated by law that it proposes to pass on to the County. Any surcharges not stipulated in the proposer's submittal will not be paid by the County, unless such mandatory surcharges or taxes were enacted by the FCC or UTC subsequent to the response to this RFP.

All prices shall be quoted as flat rated prices. To the extent they include any external variable components (e.g., mandatory Washington UTC, FCC regulated fees, etc.), the successful proposer in its response to the RFP shall detail the components. The successful proposer agrees to reduce the prices or rates containing such an external variable component when, at any time during the course of this contract, there is any decrease in the applicable external variable component which results in a reduction in its costs of providing any of the services requested herein. The successful proposer agrees to begin billing the County the new, lower price beginning on the first day of the first full month following the effective date of any such reduction, and to give the County a credit for the decreases in the successful proposer's costs resulting from such reductions in external variable components during the period between the effective date of said reduction and the change in billing. However, the successful proposer may not increase or pass through price increases resulting from increases in any external variable component unless such increase is mandated, i.e. required, by the Federal Communications Commission and/or the UTC.

The successful proposer must provide the County with formal notification of any mandated increases and a detailed assessment of the impact on County government. The successful proposer shall provide the County with a monthly report listing all external variable components and their costs. Should the successful proposer fail to notify the County at any time when the applicable variable component decreases, the lower price will apply from the date when the successful proposer should have notified the County of the decrease in the external variable component, and the County is authorized to deduct such amounts from future billings.

2.13 Billing: (See Attachment C for examples of Billing sheets)

1. One Master Account with Sub-Accounts to mimic the current Local Service Provider account setup must be provided for billing purposes. A copy of the master account list with assignment of phone number to account will be supplied to the long distance provider upon request.
2. Billing must be provided on a monthly basis for services rendered to each County location. Additionally the County shall hold the successful proposer accountable for the accuracy and timeliness of all invoices, payments, credits and reports. If invoices, reports, credits and/or payments are consistently submitted inaccurate, or late, the County may, at its sole discretion, assess a penalty per occurrence. If an invoice, payment, credit or report contains obvious and grievous errors or is consistently past due, the County will provide the successful proposer with a written warning notice defining the problem and setting forth the desired resolution. If within ninety

(90) days from the date of the written warning notice, the successful proposer has not resolved the problem, then the County may assess the penalty set forth above.

3. The successful proposer agrees to promptly review requests for adjustments and/or credits, and, where appropriate, to provide the County with said credits and adjustments within two (2) billing cycles of the resolution request.
4. The successful proposer further agrees that it will not submit or "turn over" past due invoices of a County government entity to a credit bureau, collection agency or any other group except the County account team without the prior consent.. Such approval may be on a case-by-case basis or as set forth in a procedure.
5. Monthly invoices shall be provided to the County in the following media formats (listed in order of preference). The data shall be delivered in one of the following access methods. Oracle DBMS, or Microsoft Access. Comma delimited format may be required optionally by the County. The successful proposer must meet with County representatives to define the actual record layout requirements during contract negotiations.
 - CD-ROM. The CD ROM shall contain a current Windows-based program, which allows the County access to both standardized and ad hoc reports as well having the capability to print the first page of an invoice with current charges. Reports shall be available in both tabular and graphical formats.
 - The successful proposer shall establish an FTP folder on their Web Site accessible by a designated County liaison.
 - Web based access (optional) to billing information with up to one (1) year on past monthly invoices.
 - Optionally, the successful proposer may be required to deliver data on Magnetic Media – 36 Track to be read on IBM 3490 Tape Drive device.

Once format(s) are mutually agreed to by the County and the successful proposer, the County must be given six (6) months notice prior to a major modification of the format and three (3) months prior to a minor modification of the format of this media. If such notice is not provided to the County, the successful proposer shall be fully liable for all costs incurred by the County in modifying programs, billing reports, invoice documents, etc. in order to be able to read and process data in the new format.

6. No "late charges" shall be assessed to the County for delays in payment for services.
7. Billing cycle shall end on the 28th of each month.
8. The ITS Billing Section must receive paper invoices and the billing data within five to seven working days after the cut-off date.
9. Billing data shall be accompanied by written transmittal summary indicating account number, current and past due charges.
10. Totals for records and the billing data must be equal regardless of the media format requested.
11. After the contract award, face-to-face meetings to discuss and arrange for billing and data requirements included in this Billing Section of the Request for Proposal are mandatory.
12. At minimum, billing information shall include:

- Billing date
- Originating telephone number
- Originating date and time
- Terminating phone number, city, state and county if applicable
- Call duration
- Amount charged.
- Tax amounts, regulatory fees and any applicable discounts per each account. (no lump sums at the County level)
- Service Number
- Authorization number

2.14 Acceptance

Successful proposer shall be required to provide The County the right, for thirty (30) days after the time of installation and notification to the County that the total, Countywide services herein provided for, are available for use, to terminate services, without termination charges or other liability, for any reason constituting a material breach hereof. In the event of such notification, the successful proposer must immediately correct the basis for the problem and complete any correction in not more than thirty (30) calendar days followed by a second and final full thirty (30) day acceptance period. At the end of said thirty (30) days, the services herein provided for shall be deemed accepted by the County, unless notice is provided by the County to successful proposer in writing, certified mail, return receipt requested, that this Agreement is being terminated due to a bona fide material breach of the Agreement. Local originating and terminating access charges will be billed from the date of Notice of Installation, but only following acceptance by the County

2.15 Installation Date(s)

The successful proposer agrees to have its initial services herein provided and available for utilization by the County within sixty (60) days contract is awarded. The time for installation is essential, and for any failure for reasons within its control to have the services herein provided available at the time specified, the successful proposer will be responsible for any costs accrued. The successful proposer warrants that all facilities required have been, or will be, ordered in a timely fashion, and, as of the date of execution hereof, it knows of no matter, within its control, which would prevent availability of services within sixty (60) contract is awarded.

The successful proposer agrees not to charge the County any conversion costs necessitated by the change from service provided by existing vendors to the service to be provided by the successful proposer without the prior approval and direction of ITS. The successful proposer shall identify all conversion costs in their response to the RFP, and indicate which types of costs apply to each location.

The successful proposer further agrees the normal installation interval for subsequent orders will not exceed five (5) calendar days from the receipt of the order for the service.

2.16 Security from unauthorized use

1. It is the County's intent to prevent criminal "hacking" of County owned business telephone systems. The successful proposer agrees to thoroughly test access points as a part of the acceptance testing process pursuant to Section 3.12 and to provide documented test results to the County, including the points tested and system response.
2. The County will hold the successful proposer responsible for any and all costs, charges, fraud, and/or security breaches for which it is responsible (e.g. by its own acts or omissions or those of its

agents, employees, etc.), or that could have been prevented had the County been educated as to available preventive techniques pertinent to the specific telephone systems and services, including the network of King County Government.

3. The successful proposer, in connection with its obligations above for preventive techniques, further agrees to provide ongoing security information at the same time new capabilities and features are added, or within thirty (30) days of the event when new methods of breaching the current configuration become known. Ongoing security information shall be provided in both written form and in person, and shall delineate the changes, potential problems and recommended solutions.
4. The County will hold the successful proposer responsible for any and all security breaches that could have been prevented had the County been educated as to preventive techniques such as secure-password administration, tracking and monitoring of long-distance services, and remote access restrictions. The successful proposer shall not be held responsible if a breach occurs after instructions to avoid said breach have been provided in writing and in person but ignored or changed by the County. If a security breach occurs, as a result of the circumstances described here above, successful proposer shall be responsible for the County's damages, including, but not limited to, reimbursement to the County for all accrued expenses or charges resulting from such conduct on the part of the successful proposer or any third party.
5. In the event of any dispute as to cause or responsibility hereunder, the burden shall be upon the successful proposer to prove, by a preponderance of the evidence, it is not at fault, or it could not have prevented the occurrence through the measures and means herein set forth. Otherwise, it shall be presumed that the successful proposer is responsible, and is in breach of this section.

In situations of calling card fraud, successful proposer will not hold the County responsible for fraud associated with unauthorized usage following the involuntary theft or loss of a card or card number when such usage was not intentionally facilitated or implicitly authorized by an authorized user. Successful proposer will not be liable for fraud associated with unauthorized usage when such usage was initially permitted or facilitated by an authorized user or where an authorized user knew, or in the exercise of reasonable care should have known, that the card was being used by a person(s) known to the authorized user but took no steps to notify the successful proposer of the unauthorized usage. In the event the successful proposer asserts that the County is responsible for any charges pursuant to this Section, the burden will be upon the successful proposer to prove, by a preponderance of the evidence, that the circumstances set forth in this Section apply which relieve the successful proposer of its responsibilities to cover any losses or charges.

2.17 Account Manager

The successful proposer agrees to provide at least one (1) full-time account manager to the County, who works in offices located in King County or within 2 hour travel time to provide support for long distance related issues, problems, due dates, billing, etc.

PART 3 - PROPOSAL FORMAT AND EVALUATION OF RESPONSES

3.1 Proposal Format:

Format your proposal to correspond to the items below:

- a. Proposers shall submit one (1) original and (5) copies of the proposal. The proposals shall be printed in ten-point font or larger.
- b. Cover Letter (not more than 2 pages, not scored)

The cover letter shall include the name and phone number of the primary person to contact with information about the procurement process.

3.2 Proposal Evaluation:

- a. The written proposals received shall be evaluated by the Technical Evaluation Committee. The Technical Evaluation Committee will be comprised of staff from King County.
- b. The Technical Evaluation Committee will rate the written proposals based on the Evaluation Criteria listed below and the information provided in Attachment B. The Proposers with the highest scores will be nominated as finalists.

Evaluation Criteria	
Long Distance Rates	
Billing Format	40
Rates Intra	30
Rates Inter	20
Rates International	5
Technical Interface	5
LD Total	100
800 Rates	
Rates Intra	45
Rates Inter	35
Technical Interface	15
Billing Format	5
800 Rates Total	100
Interview (Optional)	40 (for each of the above)

- d. The Proposer with the highest score will be selected as the apparent successful Vendor. King County may elect to conduct interviews if an award(s) are not made based on the written evaluation alone. If interviews are conducted, final award(s) would be based on the total overall score. All Proposers will be notified of the selection.
- e. The County will commence contract negotiations with the highest ranked proposer. King County intends to allocate a maximum of eight weeks to complete negotiations with the highest ranked proposer. If at any time during the evaluation period King County does not feel that a successful contract can be negotiated with the highest ranked proposer, King County, at their sole option, may terminate negotiations and proceed to negotiate with the next highest ranked proposer.

Attachment A

Long Distance Account Profile

Type of Call	Monthly Average (Minutes)
IntraLATA/Intrastate	
Day	107,901
Evening	6,116
Night	4,199
Interstate	
Day	46,416
Evening	1,828
Night	2,166
International	68
Directory Assistance Calls	177
800 Calls	
IntraLATA	66,171
Intrastate	22,694
Interstate	28,085

Attachment B
Long Distance Services (60 points)

DURATION OF CALL: 5 MIN. 45 sec. (Avg)
CALL MADE FROM: Seattle, Washington
CALL TYPE: DIRECT DIALED, STATION TO STATION

Domestic – 55 points

	DAY RATE	EVENING RATE	NIGHT RATE
IntraLATA	_____	_____	_____
IntraState	_____	_____	_____
InterState	_____	_____	_____
Directory Assistance			
X 228,000 (calls) =	_____	_____	_____

Note: The rate per minute shall be the same for all cities within the respective IntraLata, IntraState and InterState call types.

International – 5 points

	DAY RATE	EVENING RATE	NIGHT RATE
Vancouver, British Columbia			
X 2740 =	_____	_____	_____
London, England			
X 400 =	_____	_____	_____
Mexico City, Mexico			
X 100 =	_____	_____	_____
Toronto, Ontario Canada			
X 1100 =	_____	_____	_____
Tokyo, Japan			
X 125 =	_____	_____	_____

Note: The five International cities selected represent five international cities with an estimated level of call activity. The proposer agrees the rate per minute that will be charged for calls to other International cities not identified, shall be the best rate charged to governments or other entities of King County size.

Annual Cost (Domestic and selected International cities) = \$ _____
(Add all line items above)

***Mandatory Surcharges/Taxes payable by County on Annual Cost** = \$ _____
(See Section 3.15)

Total Cost (Annual Cost plus Mandated Surcharges/Taxes) = \$ _____
(Award will be based on this figure)

List the names of all the mandated surcharges and taxes that you have applied above:

Attachment B Continued
800 Services (80 points)

DURATION OF CALL: 5 MIN. 45 sec. (Avg)
CALL TYPE: DIRECT DIALED, STATION TO STATION

Domestic

	DAY RATE	EVENING RATE	NIGHT RATE
IntraLATA	_____	_____	_____
IntraState	_____	_____	_____
InterState	_____	_____	_____

Note: The rate per minute shall be the same for all cities within the respective IntraLata, IntraState and InterState call types.

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency which refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
 4. Domestic Partner Benefits Declaration Form.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.

- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

- E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of

termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.
- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish General Liability (Commercial General Liability) in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, with the exceptions of sole proprietorships, evidence of Workers' Compensation and Stop-Gap Employer's Liability shall be \$1,000,000. Further, the selected consultant shall furnish Automobile Liability coverage in compliance with Washington State Financial Responsibility Laws.

Such policy/policies shall endorse King County, and its appointed and elected officials and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.

- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

A. Domestic Partner Benefits (*Non-Discrimination in Benefits*):

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form (see last page of this document). The DPB Ordinance and Declaration Form are available online at www.metrokc.gov/finance/procurement/forms.asp.

B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

F. Labor Harmony Clause

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.

- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$300,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS

The following completed forms will be required from the selected contractor, prior to contract award:


- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Domestic Partner Benefits Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."

- D. Five (5) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
King County	
Bid No.	RFP 126-04CMB
Bid Title	Intralata, Interlata and International Long Distance and 800 Telephone Service
Due Date	
Vendor	

8170-T
P5046155-SCAN300
TELECOMMUNICATIONS

STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES
SCAN USAGE SUMMARY FOR DECEMBER 02

DATE: 01/02/03
TIME: 09:39:41
PAGE: 1

CUSTOMER ID : 8170-T KING CO TELECOMMUNICATIONS

MILES	CALLS	TOTAL MINUTES	CHARGES	CALLS	MINUTES	CHARGES	CALLS	EVENING MINUTES	CALLS	NIGHT MINUTES	CHARGES
INTRASTATE (IN STATE)											
< 11	199	600.0		186	552.0		10	31.0	3	17.0	
< 23	2787	10252.0		2441	8724.0		205	923.0	141	605.0	
< 56	25955	91343.0		23325	82456.0		1408	5952.0	1222	2935.0	
< 125	2727	9588.0		2367	8398.0		131	694.0	229	496.0	
< 197	884	3720.0		779	3356.0		26	107.0	79	257.0	
< 293	989	4680.0		917	4449.0		26	114.0	46	117.0	
>= 293	0	0.0		0	0.0		0	0.0	0	0.0	
*** TOTALS	33541	120183.0		30015	107935.0		1806	7821.0	1720	4427.0	
INTERSTATE (OUT OF STATE)											
< 11	0	0.0		0	0.0		0	0.0	0	0.0	
< 23	0	0.0		0	0.0		0	0.0	0	0.0	
< 56	3	4.0		3	4.0		0	0.0	0	0.0	
< 125	45	181.0		43	178.0		0	0.0	2	3.0	
< 293	1320	5832.0		1218	5506.0		44	172.0	58	154.0	
< 431	263	1377.0		240	1254.0		11	45.0	12	78.0	
< 926	1920	8610.0		1795	8052.0		49	367.0	76	191.0	
< 1911	3967	18558.0		3637	16922.0		123	767.0	207	869.0	
< 3001	3176	15109.0		2805	13284.0		88	554.0	283	1271.0	
< 4251	0	0.0		0	0.0		0	0.0	0	0.0	
>= 4251	0	0.0		0	0.0		0	0.0	0	0.0	
*** TOTALS	10694	49671.0		9741	45200.0		315	1905.0	638	2566.0	
SERVICE				CALLS	MINUTES	CHARGES					
CANADIAN				346	2021.0	303.150					
INTERNATIONAL				22	131.0	129.690					
INFORMATION CALLS				381	272.0	285.750					
SPECIAL AREA CODE CALLS				1041	5983.0	0.000					

THIS REPORT IS PRODUCED AT THE AGENCY LEVEL (CUSTOMER ID). IT TOTALS THE SCAN USAGE BY CALL TYPE.

8170-T

P5046155-SCAN400
TELECOMMUNICATIONS

STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES
SCAN ACCOUNT SUMMARY FOR JULY 03

DATE: 08/04/03
TIME: 13:17:49
PAGE: 4

CUSTOMER ID : 8170-T KING CO TELECOMMUNICATIONS

ACCOUNT	ACCOUNT DESCRIPTION	CALLS	MINUTES	STG	INTERN'L	TOTAL CHARGES	USF CHARGE
089100	YSC/SL JUVENILE PROBATION	78	239.0		0.000		
089200	YSC/SC JUVENILE PROBATION	18	78.0		0.000		
090100	PROCUREMENT	194	560.0		0.000		
091000	PROCUREMENT	220	517.4		0.000		
091100	PROCUREMENT - IBIS 6720	124	351.0		0.000		
110100	OMBUDSMAN	12	47.0		0.000		
120100	PROBATION	292	831.2		0.000		
160300	HOUSING & COMM DEVELOPMENT	8	24.0		0.000		
160700	HOUSING & COMM DEVELOPMENT	91	290.0		0.000		
161000	CULTURAL RES	199	1128.0		0.000		
161100	HOUSING & COMM DEVELOPMENT	44	161.0		0.000		
161200	P & CD/HOUSING	2	8.0		0.000		
161300	HOUSING & COMM DEVELOPMENT	15	50.0		0.000		
161400	HOUSING & COMM DEVELOPMENT	6	17.0		0.000		
161800	HOUSING & COMM DEVELOPMENT	24	122.0		0.000		
161900	HOUSING & COMM DEVELOPMENT	8	56.0		0.000		
166100	KC EXECUTIVE/BRED	34	255.0		0.000		
170100	COMM SERVICES	404	2238.5		0.000		
210200	DES - DIRECTOR'S OFFICE	21	63.0		0.000		
218900	ORIM	120	473.0		0.000		
230100	PUBLIC SAFETY	5975	20779.1		6.710		
245000	DES-RISK	234	1210.0		0.000		
270300	AIRPORT	213	592.2		0.000		
270500	AIRPORT	13	87.0		0.000		
271900	AIRPORT MAINTENANCE	7	86.0		0.000		
290100	COUNTY EXECUTIVE	355	897.0		0.000		
290500	REGIONAL POLICY/PLANNING	190	521.0		0.000		
320200	DIST COURT SW	207	489.0		0.000		
320500	DISTRICT COURT NE	191	557.0		0.000		
320800	DISTRICT COURT SHORELINE	234	552.0		0.000		
320900	DISTRICT COURT ISSAQUAH	17	65.0		0.000		
321000	DISTRICT COURT RENTON	118	288.0		0.000		
321600	DIST CT FEDERAL WAY	85	261.0		0.000		
322100	DIST CT BELLEVUE	108	264.0		0.000		
322800	DISTRICT CT AUKEEN	122	258.0		0.000		
330100	PUBLIC DEFENSE	119	477.0		0.000		
360100	DEPARTMENT OF FINANCE	94	329.0		0.000		
360400	DES- F&BO	7	23.0		0.000		
360600	FINANCE/TREASURY	335	928.0		0.000		
362000	FINANCE BUSINESS OPERATIONS A/P	24	108.0		0.000		
364100	FINANCE ACCOUNTS PAYABLE	179	683.0		0.000		
364200	FINANCE TREAS. ACCT. PAY	11	26.0		0.000		
364400	FINANCE	6	12.0		0.000		
364500	FINANCE & BUSINESS OPERATIONS	14	53.0		0.000		
365100	DIRECTOR OF FINANCE	13	32.0		0.000		
365300	TELC SERVICES	27	108.0		0.000		
368000	DES - PAYROLL/BENEFITS	83	336.3		0.000		
370000	DOT ROADS	6	40.0		0.000		

8170-T
S114COB1-SCAN+300
TELECOMMUNICATIONS

STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES
SCAN PLUS USAGE SUMMARY FOR JUNE 03

DATE: 06/24/03
TIME: 09:05:23
PAGE: 1

CUSTOMER ID : 8170-T KING CO TELECOMMUNICATIONS

MILES	TOTAL		DAY		EVENING		NIGHT/WEEKEND		CHARGE
	CALL	MINUTES	CHARGE	CALL	MINUTES	CHARGE	CALL	MINUTES	
SCAN PLUS CARD - INTRASTATE									
0 - 22	105	468.0		74	390.0	14	38.0	17	40.0
23 - 124	331	1517.0		223	1105.0	56	206.0	52	206.0
125 - 99999	39	253.0		35	240.0	2	9.0	2	4.0
SERVICE TOTAL	475	2238.0		332	1735.0	72	253.0	71	250.0
PAYPHONE SURCHARGE	1								
SCAN PLUS CARD - INTERSTATE									
0 - 292	30	296.0		19	157.0	2	39.0	9	100.0
431 - 925	6	49.0		3	21.0	2	26.0	1	2.0
926 - 1910	18	90.0		12	55.0	5	31.0	1	4.0
1911 - 99999	26	235.0		20	191.0	5	43.0	1	1.0
SERVICE TOTAL	80	670.0		54	424.0	14	139.0	12	107.0
PAYPHONE SURCHARGE	7								
SERVICE: CALLS MINUTES CHARGES									
TO CANADA CALLS	1	1.0			0.50				
TOTAL OTHER CALLS	1	1.0			0.50				

THIS REPORT IS BY ACCOUNT CODE (AND RSP WHEN APPLICABLE) IT LISTS THE TOTALS OF THE SCAN PLUS USAGE BY CALL TYPE.

8170-T

S114COB1-SCAN+100
TELECOMMUNICATIONS

STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES
SCAN PLUS ACCOUNT SUMMARY FOR MAY 03

DATE: 05/23/03
TIME: 15:18:22
PAGE: 382

CUSTOMER ID 8170-T KING CO TELECOMMUNICATIONS

ACCOUNT	ACCOUNT DESCRIPTION	CALLS	MINUTES	
900200	DCHS	5	20.0)
900400	DCHS WORK TRAINING	4	6.0)
900900	DCHS - WORK TRAINING	16	64.0	
930000	TR-MITT IBIS 5791	15	35.0	
930200	TR-HR IBIS-5116	1	3.0	
930800	IBIS 5292	33	64.0	
931000	IBIS 5297	6	6.0	
939200	METRO IBIS 5781	13	28.0	
***** TOTALS *****		621	3535.0	

THIS REPORT IS AT THE AGENCY LEVEL (CUSTOMER ID) LISTING THE TOTALS OF THE SCAN PLUS USAGE FOR EACH ACCOUNT CODE WITHIN THE AGENCY.

Domestic Partner Benefits Declaration Form



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, EXC-ES-0862
821 Second Avenue, 8th Floor
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at
www.metrokc.gov/finance/procurement/forms.asp.

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- ☐ Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- ☐ Does not make benefits available to the spouses or the domestic partners of its employees.
- ☐ Has no employees.
- ☐ Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

Company Name

Street Address

City / State / Postal Code

E-mail Address

Phone

Fax

Signature

Authorized Representative / Title